

EXHIBIT 9

JUL 20 2007 11:51

(FRI) MAR 31 2006 2:59/ST. 2:55/No. 6822942346 P. 2
F. 02/03**Beth Israel**University Hospital and
Manhattan Campus for
the Albert Einstein College
of Medicine

ER#11

Human Resources
Labor Relations
Beth Israel Medical Center
215 Park Avenue South, 5th Floor
New York, NY 10003

www.WtHedNewYork.org

July 26, 2005

Ms Norma Amsterdam
Executive Vice President, RN Division
1199 SEIU
310 West 43rd Street
New York, New York 10036

Re: Twelve-hour schedules and Night Shift Differential

Dear Ms Amsterdam:

This is to confirm our discussions in which I informed you that the night shift differential provision in the agreement between the parties has not been applied correctly or consistently with respect to registered nurses who work twelve-hour shifts.

As you know, the original language concerning night shift differential that was negotiated by the parties predates twelve hour schedules and reads as follows:

Employees working on shifts whose straight time hours end after seven (7:00) p.m. or begin prior to six (6:00) a.m. shall receive...Dollars per year shift differential...."(Emphasis added)

In 1988 twelve hour schedules were introduced for the Registered Nurses at the Petrie division of Beth Israel. The night shift differential language in the 1988 agreement addressing the twelve-hour shifts reads as follows:

Petrie Division of BI:

"All Nurses working twelve hour shift arrangements whose regular hours end after 7 p.m. shall receive pro-rated shift differential from the beginning of the regular evening shift." (Emphasis added)

In 2001, twelve-hour schedules were introduced to nursing units 2 North and 3 East at what is now the Kings Highway Division of Beth Israel Medical Center. In agreeing to introduce the twelve-hour schedules to more units, the parties adopted the Petrie division language on the issue of night shift differential. Thus, the night shift differential should be paid on a pro-rated basis from the beginning of the regular evening shift for twelve-hour shift arrangements whose regular hours end after 7:00 p.m.

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At the Kings Highway Division the schedule of the twelve hour shifts in units 2 North and 3 East are 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m. Therefore, night shift differential is not due to any employee working the 7:00 a.m. to 7:00 p.m. shift.

We have discovered that employees on nursing units 2 North and 3 East have been paid the night shift differential in error. We will discontinue paying night shift to the nurses in these two units immediately.

At the Petrie division the hours of the twelve-hour shifts used to be the same as those at Kings Highway, namely, 7:00a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m. However, it appears that at some point these shifts were changed to create an overlap in order to allow sufficient time for each nurse to give report to the nurse he/she is being replaced by. The end time for the shift was moved by half an hour so that the schedules became 7:00 a.m. to 7:30 p.m. and 7:00 p.m. to 7:30 a.m. Inadvertently, the Medical Center increased its liability so that it now pays nurses a pro rated amount of night shift differential. Please note that in moving the end time of the shift the nurses were not required to work more hours, rather, the unpaid lunch period was increased. The nurses continued to work the same hours as they did before the overlap.

We discovered this unintended consequence and payment error as a result of recent reviews of records for certain projects, including the citywide flex study. It is our intent to notify the nurses who work the subject hours that the hours of their shifts will change from 7a.m. to 7:00 p.m. to 6:30 a.m. to 7:00 p.m. and from 7:00 p.m. to 7:30 a.m. to 6:30 p.m. to 7:00 a.m. effective 30 days from the notice. This change in hours will accomplish the desired overlap and will ensure that we don't run afoul of the contract language. Our computerized payroll system is coded so that the end times of shifts for employees covered by the 1199 contract dictate whether or not shift differential is due.

If you want to discuss this issue with us, please call me as soon as possible.

Sincerely,

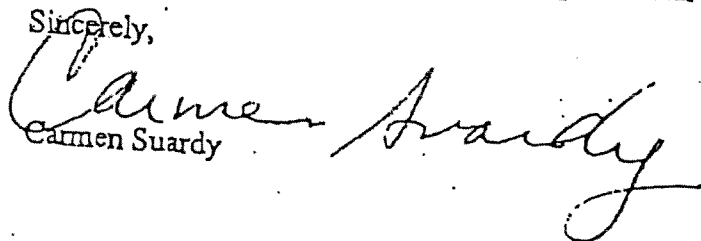

Carmen Suardy

EXHIBIT 10

Beth Israel

University Hospital and
Manhattan Campus for
the Albert Einstein College
of Medicine

Beth Israel Medical Center
Kings Highway Division
3201 Kings Highway
Brooklyn, NY 11234

September 27, 2005

To: Pat O'Brien RN, Contract Administrator

Re: Class Action – Registered Nurses – Night Shift Differential on 2 North, SSU and 3 East units at Kings Highway Division

Dear Ms. O'Brien:

A grievance hearing was held regarding the class action grievance filed by the 1199 SEIU (the Union) on behalf of Registered Nurses assigned to the 2 North, SSU and 3 East units at Beth Israel Medical Center – Kings Highway Division.

At the hearing you represented the Kings Highway Registered Nurses. Present for management was Melanie Sacay and myself.

Union's Position

The union contends that the Registered Nurses assigned to the flex units created in 2001 should be paid night differential in accordance with the 1991-1992 Memorandum of Agreement. The union is requesting that these units continue to be paid night shift differential using the same guidelines as the existing flex units (ED, ICU, CCU) at the Kings Highway Division and not modeled to the Petrie Division guidelines.

Management's Position

In 1988 twelve-hour schedules were introduced at the Kings Highway Division (formerly Kings Highway Hospital) only on the ED, ICU and CCU units. The shift differential guidelines for those units were as follows:

"Shifts will be 7:00 a.m. to 7:00 p.m. to 7:00 p.m. to 7:00 a.m. Night differential will start at 7:00 p.m.

In a 1991-1992 Memorandum of Agreement between Kings Highway Hospital and Local 1199 the guidelines for paying night shift differential was re-addressed and altered as follows for only the flex units in place at that time – ED – ICU – CCU.

"Those Registered Nurses who work a 12 hour shift (flex time) which includes the hours 3:00 pm to 7:00 pm shall be paid shift differential on a pro rated basis for those hours."

In 2001, twelve-hour schedules were introduced to nursing units 2 North, SSU and 3 East at the Kings Highway Division. In agreeing to introduce the twelve-hour schedules to more units, the parties adopted the Petrie division language on the issue of night differential.

"All nurses working twelve-hour shift arrangements whose regular hours end after 7 p.m. shall receive pro-rated shift differential from the beginning of the regular evening shift."

Thus, the night shift differential should be paid on a pro-rated basis from the beginning of the regular evening shift for twelve-hour shift arrangements whose regular hours end after 7pm.

**Beth Israel**

University Hospital and
Manhattan Campus for
the Albert Einstein College
of Medicine

Beth Israel Medical Center
Kings Highway Division
3201 Kings Highway
Brooklyn, NY 11234

Decision

At the Kings Highway Division the schedule of the twelve-hour shifts in units 2 North, SSU and 3 East are 7:00 am – 7:00 pm and 7:00 pm – 7:00 am. Therefore, night shift differential is not due to any employee working the 7am – 7pm shift.
Grievance is denied.

Sincerely,



Marisa Ognibene
Human Resources - KHD

Cc: Clare Thompson, 1199
Fax 212-603-1140

EXHIBIT 11



American Arbitration Association
Dispute Resolution Services Worldwide

New York Labor Center

March 9, 2007

1633 Broadway, Floor 10, New York, NY 10019-6708
telephone: 212-484-3266 facsimile: 212-307-4387
internet: <http://www.adr.org/>

1199 SEIU, United Health
Care Workers East
310 West 43rd St.
Legal Department
New York, NY 10036

Melissa Greiner
Beth Israel Medical Center
& St. Luke's Roosevelt Hosp.
305 First Avenue
New York, NY 10003

Re: 13 300 02379 05
1199 Nat'l Hlth & Human Serv. Empls. Un.
and
Beth Israel Kings Highway- RN

Grievances: Failure to pay night shift differential to registered nurses

Dear Parties:

By direction of the Arbitrator, enclosed please find the duly executed Award/Opinion and the bill for services rendered in the above-captioned matter. Please note that when paying the Arbitrator, checks should be prepared and mailed directly to the Arbitrator, not to the American Arbitration Association.

Also, please be advised that it is the AAA's policy to retain awarded cases for a maximum period of fifteen (15) months from the date of the transmittal letter. Therefore, please take note that the above referenced case file will be destroyed 15 months from the date of this letter.

Thank you for choosing the American Arbitration Association.

Very truly yours,

Mariana D. Tinizhanay
Case Manager
212 484 4190
Tinizhanaym@adr.org

MDT:ads

cc: Arbitrator Robert T. Simmelkjaer
David Engel

Enclosures

